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June 10, 2019

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via ecf

Honorable Judge Joseph A. Dickson (908) 298-8800
United States District Court for the FAX
District of New Jersey (908) 298-9333
Martin Luther King Bldg. & U.S. Courthouse
50 Walnut Street
Newark, New Jersey 07102

**Re: TENJ Welfare Fund, Inc.-Pension Fund v. 160 East 22nd Street Realty, LLC, et al
Civil Action No. 2:15-cv-0889 (ES)(JAD)**

Dear Honorable Magistrate Judge Dickson:

As you know, this firm serves as legal counsel to the Board of Trustees of the Trucking Employees of North Jersey Welfare Fund, Inc.- Pension Fund, in connection with the above matter. As you may recall, the parties met for a discovery conference with Your Honor on May 10, 2019, wherein we discussed and agreed upon a sequenced approach to discovery. Despite this agreement whereby the first phase of discovery would be limited to discovery concerning Vincent Alessi; Duramix Concrete Corp.; Alessi Organization Management; Bridge Avenue Associates; C&A Development Corp.; Durable Recycling, LLC; Peninsula Court, LLC; South Cove Development, LLC; South Cove Development II, LLC; and South Cove Partners. Plaintiff propounded its discovery based upon such agreement and understanding.

Upon receipt and review of Defendants' discovery requests, it has come to my attention that such requests are outside the scope of the sequenced discovery that was discussed and agreed upon. Despite our clear agreement for sequenced discovery, Defendants' propounded demands focuses primarily on the Business Entity Defendants, the majority of which were not included nor contemplated in the first phase of discovery. To permit this course to persist with Defendants' undertaking full, unbridled discovery, while Plaintiff is restricted as to a fraction of the entities to which it can demand discovery is unfair and prejudicial. While I will continue to work diligently to prepare responses that are contemplated by the sequenced discovery which was agreed upon and ordered by Your Honor, Plaintiff respectfully requests that Defendants issue new discovery demands which comply with the sequenced discovery agreement.

Respectfully submitted,


Brady M. Connaughton, Esq.

cc Jennifer Borek, Esq.
Jonathan Guldin, Esq.